

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANKAMERICA BUSINESS CREDIT, INC.	FORMERLY known as SPBC, Inc.	12/30/1993	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARQUEST INC.		
Street Address:	101 Interchange Plaza		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	72321656	SOFT 'N SNUG	
Serial Number:	73757769	ZOO LOVEABLES	
Serial Number:	74078331	DRI-BOTTOMS	
Serial Number:	74078695	DRI KIDS	
CORRESPONDENCE DATA			
Fax Number:	(212)277-6501		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-277-6500		
Email:	hildrethi@dicksteinshapiro.com		
Correspondent Name:	Dickstein Shapiro LLP		
Address Line 1:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	A6605.0000		
NAME OF SUBMITTER:	INGA HILDRETH		

TRADEMARK

900192152

REEL: 004543 FRAME: 0764

OP \$115.00 72321656

Signature:	/ih/
Date:	05/18/2011
Total Attachments: 3 source=RELEASE#page1.tif source=RELEASE#page2.tif source=RELEASE#page3.tif	

Draft Dated 12/30/93

TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE

THIS TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Release") dated December 30th, 1993, is entered into by and among ARQUEST INC. ("Borrower"), an Arkansas Corporation and BANKAMERICA BUSINESS CREDIT, INC., formerly known as SPBC, Inc., a Delaware corporation ("Lender").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties agree to terminate (i) that certain Loan and Security Agreement dated as of June 14, 1991, by and between Lender and Borrower, as amended by First Amendment dated May 11, 1993, effective on the date hereof, and the parties hereby mutually release and forever discharge one another, and their respective successors, representatives, assigns, parents, subsidiaries, officers, directors, agents, employees and attorneys, and each of them, of and from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon or arising out of the Loan Agreement and/or the Guaranty, except as hereinafter specifically set forth.

The parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor," or under any similar statute, law or provision.

The parties hereby warrant and represent that they have not assigned or in any other way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Release. Each party to this Release has executed this Release voluntarily, after consultation with counsel and with full knowledge of its significance.

The release by BABC provided for herein is conditioned upon the final payment, in cash, of all of each Borrower's "Obligations" (as defined in the Loan Agreement) and final payment, in cash, of all checks and other instruments delivered by Borrower to Lender, and the Borrower agrees to repay Lender, on demand, the amount of any such check or other instrument that may be returned for non-payment, and any other Obligations which remain unpaid. The Borrower further agrees to indemnify Lender against any and all claims, debts, liabilities, obligations, actions, proceedings, penalties, judgments, causes of action, costs and expenses (including without limitation attorneys' fees) of every kind, which Lender may sustain or incur as a result of Borrower's failure to pay any payroll or other taxes of Borrower or as a result of any other act, omission or occurrence relating to Borrower.

This Release, the Loan Agreement, the Guaranty and the other written documents and instruments between or among the parties set forth in full all of the representations and agreements of the parties, and this Release may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

ARQUEST INC.

By: Lawrence J. Mory
Title: Vice President Finance

BANKAMERICA BUSINESS CREDIT, INC.

By: _____
Title: _____

DEC 30 '93 05:45PM ROGERS & WELLS
725 13 13 10 BANC INC. PASADENA TEL NO: 818 397 1805

#255 P05

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

ARQUEST INC.

By: *Lawrence J. May*
Title: Vice President Finance

BANKAMERICA BUSINESS CREDIT, INC.

By: *John J. May*
Title: Vice President